IN RE:

MICHAEL A. GRAL

Chapter 11

Case No. 16-21329-gmh

Debtor.

NOTICE OF MOTION OF JOHNSON BANK FOR RELIEF FROM THE AUTOMATIC STAY

Johnson Bank, by its attorneys, Hippenmeyer, Reilly, Moodie & Blum, S.C., has filed papers with the Court to request an order be entered by the United States Bankruptcy Court for the Eastern District of Wisconsin pursuant to Section 362(d) of the Bankruptcy Code granting Johnson Bank relief from the stay imposed by Section 362(a) of the Bankruptcy Code, on the grounds set forth in the Motion attached hereto.

Your rights may be affected. You should read these papers carefully and discuss them with your attorney. (If you do not have an attorney, you may wish to consult one.)

If you do not want the Court to grant the motion, or if you want the Court to consider your views on the motion, within fourteen (14) days of the date of this motion, you or your attorney must:

Drafted by:

Lori J. Fabian
Hippenmeyer, Reilly, Moodie & Blum, S.C.
720 Clinton St.,
P.O. Box 766
Waukesha, WI 53187-0766

Phone: (262) 549-8181 Fax: (262) 549-8191 Ifabian@hrmblawfirm.com

1. File a written objection to the motion, which should explain the reasons why you object, along with a request for hearing with the Clerk of United States Bankruptcy Court at:

> United States Bankruptcy Court Eastern District of Wisconsin 517 East Wisconsin Avenue Milwaukee, WI 53202-4581

If you mail your objection, your must mail it early enough so the Court receives it within fourteen (14) days of the date of this Notice.

> 2. You must also mail a copy of your objection to:

> > Johnson Bank c/o Lori J. Fabian Hippenmeyer, Reilly, Moodie & Blum, S.C. 720 Clinton St. P.O. Box 766 Waukesha, WI 53187-0766

If you or your attorney do not take these steps, the Court may decide that you do not oppose the relief sought in the motion and may enter an Order granting that relief. If you do file an objection and request for hearing, the Court will set the motion for hearing which you or your attorney will be expected to attend.

Dated this 28th day of July, 2016.

HIPPENMEYER, REILLY, MOODIE & BLUM, S.C. Attorneys for Johnson Bank

Pursuant to the Fair Debt Collection Practices Act (15 U.S.C. § 1692), we are required to state that we are attempting to collect a debt on our client's behalf and any information we obtain will be used for that purpose.

IN RE:

MICHAEL A. GRAL

Chapter 11

Case No. 16-21329

Debtor.

MOTION OF JOHNSON BANK FOR RELIEF FROM AUTOMATIC STAY

Johnson Bank moves the Court pursuant to Section 362(d) of the Bankruptcy Code for an order granting it relief from the automatic stay imposed by Section 362(a) of the Bankruptcy Code, and alleges as follows:

- 1. Johnson Bank is a corporation organized by the laws of the State of Wisconsin as a banking corporation, with its principal offices located at 5901 Durand Avenue, Racine, Wisconsin 53403.
- 2. Upon information and belief, the Debtor, Michael A. Gral, as Trustee of the Michael A. Gral and Julia G. Gral Living trust, filed a petition under Chapter 11 of the Bankruptcy Act on February 20, 2016. Pursuant to the provisions of 11 U.S.C. Section 362(a), the filing of said petition operated as an automatic stay against Johnson Bank's rights as a secured creditor to proceed against Debtor, Michael A. Gral.
- 3. That on April 22, 2013, the Debtor, Michael A. Gral, executed and delivered to Johnson Bank a Note, a copy of which is attached hereto, made a part hereof, and

Drafted by:

Lori J. Fabian

Hippenmeyer, Reilly, Moodie & Blum, S.C.

720 Clinton St.

P.O. Box 766

Waukesha, WI 53187-0766

Phone: (262) 549-8181

Fax: (262) 549-8191

lfabian@hrmblawfirm.com

marked as Exhibit "A". Said Note was secured by a Real Estate Mortgage for the property located at 6823 North Barnett Lane, Fox Point, Wisconsin 53217, a copy of which is attached hereto, made a part hereof, and marked at Exhibit "B". Said Mortgage was recorded in the Office of the Register of Deeds for Milwaukee County on June 4, 2002, as Document Number 8290333.

- 4. That Johnson Bank retained its security interest in the real estate described in said Mortgage until the total amount was paid in full; that if the Debtor, Michael A. Gral, defaulted, the entire unpaid balance on said Mortgage and Note immediately became due and payable.
- 5. That the Debtor, Michael A. Gral, has defaulted in that he has failed to make any post-petition payments since the filing of the bankruptcy action on February 20, 2016.
- 6. That as of July 19, 2016, the following sums are due and owing to Johnson Bank under the terms and conditions of the Note and Real Estate Mortgage:

\$350,651.85
\$7,518.36
\$30.00
\$5.50
\$45.00
\$60.00

Total <u>\$358,310.71</u>

7. Continuation of the automatic stay of 11 U.S.C. Section 362(a) will work an irreparable harm to Johnson Bank and will deprive Johnson Bank of the adequate protection to which it is entitled under 11 U.S.C. Section 362 for the following reasons, among others:

- a. Debtor, Michael A. Gral, is without the funds necessary to preserve and to maintain said property, and the value of the property has declined and will continue to decline.
- b. Debtor, Michael A. Gral, has no reasonable prospect for reorganization.
- c. Johnson Bank does not have, and has not been offered, adequate protection for its interest in said property.
- d. Johnson Bank holds the second mortgage against the property, subordinate to Prime Star H1 Trust/co Statebridge Company, LLc, the first mortgage, in the approximate amount of \$476,979.00. The assessed value of the property is \$744,300.00 pursuant to the 2016 Village of Fox Point Property Inquiry, a copy of which is attached hereto, made a part hereof, and marked at Exhibit "C". That as a result of the bank's interest in this matter, the Debtor, Michael A. Gral, has no equity interest in the property.
- 8. That the foregoing conduct of the debtor constitutes "cause" for terminating the automatic stay under Section 362(d)(1) of the Bankruptcy Code.
- 9. Based on the proceeding allegations, the subject property is burdensome to the estate, and is of inconsequential value and benefit to the estate. The Trustee should be ordered to abandon the estate's interest, if any, in the property pursuant to Section 554(b) of the Bankruptcy Code, while reserving the estate's interest in any surplus funds which might exist if the property is sold and the movant has been paid in full.

WHEREFORE, Johnson Bank moves the Court as follows:

- a. Pursuant to Section 362(d)(1) of the Bankruptcy Code, an order for relief from the automatic stay as it pertains to the debtor and the subject property of the estate, based on just cause being shown, thereby allowing movant to exercise and enforce its rights pursuant to said Note and Mortgage.
- b. For an order that the movant's legal fees and costs associated with the motion be approved.
- c. That any order entered pursuant to this motion be effective immediately upon its entry.
- d. For such other and further relief as is just and proper.

Dated this 28th day of July, 2016.

HIPPENMEYER, REILLY, MOODIE & BLUM, S.C. Attorneys for Johnson Bank

Lori J Fabian, SBN: 1045723

Pursuant to the Fair Debt Collection Practices Act (15 U.S.C. § 1692), we are required to state that we are attempting to collect a debt on our client's behalf and any information we obtain will be used for that purpose.

PROMISSORY NOTE

Principal Loan Date					
	Maturity Indiana	Call / Call	Account	Officer	[-22-1
	05-06-2016	W	,		Initials
References in the boxes above are if	or Lander's use only and do res Smit u	to amadical Manager		11577	
References in the boxes above are it. Any item	shove containing "** has been on	is abbricability of living	cument to any parti	cular loan or	item.

Borrower:

MICHAEL A GRAL AND JULIA IS GRAL LIVING TRUST

JOHNSON BANK MILWAUKEE BRANCH 333 EAST WISCONSIN

GEZZ N BARNETT LN

FOX POINT, WI 68212

Lander:

MILWAUKEE, WI 53202-4806

Principal Amount: \$366,546.52

Interest Rate: 4,300%

Date of Note: April 22, 2013

PROMISE TO PAY. MICHAEL A GRAL AND JULIA G GRAL LIVING TRUST ["Bostpers"] promises to pay to JOHNSON BANK ["Lender"], or order, in lowful money of the United States of America, the principal sensount of These Faundard States. Thousand From Hundred Forty-six & SA/100 Delens (1326,549.82), together with interest on the unpudd principal behaves from April 22, 2013, estendant from Hundred Forty-six & MITEREST CALCULATION METHOD" paragraph using on inverest rate of 4.300% per arrane, until paid in full. The interest rate may change and candidons of the "RITEREST AFTER DEFAULT" section.

PAYMENT. Borrower will pay this toan in 35 regular payments of 91.017.09 seeks and one pregular has payment estimated at \$249,756.18. Borrower's first payment in due there 6, 2013, and all subsequent payments are due on the same day of each mounts offer the. Borrower's first payment will be due on him 6, 2016, and will be for all principal and all accrued interest only at paid. Payments briefled principal and interest. The contract of the paid of

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 380/265 simple interest basis; that is, by explicing the rado of the interest rate over the number of days in a year, multiplied by the outstanding principal balance, multiplied by the soluci number of days the principal balance is extending. All interest payable under this Note is computed using this resthod.

prespective is automating. As interest payable under this reveals to compute using this interest.

PREPAYMENT. Bordoner may pay without possitly all or a person of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, reliave Bornover of Bornover's obligation to continue to make payments under the payments will not a reliable before due and may result in Bornover's reliable fewer payments. Bellower series not to send Londer payments marked 'paid in full', 'williant recourse', or similar language. If Bornover sends such a payment, Londer may accept it without loging any of Lander's rights under this book, and Bornover will remain obligated to pay any dythrat amount owed to Lander. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutions in full of the amount owed or that is innered with prior sonditions or limitations or es tall authorison that is imposed amount must be mailed or delivered to: JOHESON BANK, MILWAIKEE BRANCH, 33 EAST WISCONER AVERUE, MILWAIKEE WISCONER AVERUE, MILWAIKEE WISCONER AVERUE.

LATE CHARGE. If a psyment is not made on or before the 10th day after his due date. Someway will his charged 5.000% of the impaid portion of the regularly scheduled payment or \$10.00, whicheves is uses.

INTEREST AFTER DEFAULT. Upon meterity, whether echeduled as accelerated by Lander because of Somewar's default, the interest rate on this Minte shall be increased to 12,000% per annum. However, in no event will the interest rate exceed the mandmum interest rate limitations

DEFAULT. Borrower will be in defeut, under this Note if any of the following happen:

Payment Default. Bernswer falls to make any payment when due ander this blore.

Break Other Frembes. Somewer breaks any promise made to Lender or fails to perform grompity at the time and strictly in the memor provided in this Note or in any agreement related to this Note, or in any other agreement or foon Borrower has with Landes.

Default in Favor of Third Parties. Bornawor or any Granter detaults under any loan, extension of credit, security agreement, purchase or asks agreement, or any other agreement, in favor of any other eraditor or person that may resterially effect any of Bornawar's property or Bornawar's ability to repay this Note or paying the related documents.

False Statements: Any representation or statement made or furnished to Lender by Borrower or on Borrower's behigh under this Note or the salamed documents to take or misleading in any material respect, either now or at the time made or furnished.

Death or Insolvency. Borrower becomes insolvent; a rachiver is appointed for any part of Sorrower's property; Sorrower makes an assignment for the benefit of creditors; or any proceeding is commenced either by Sorrower or equipment Sorrower under any benkruptcy or

Taking of the Property. Any craditor or governmental agency tries so take any of the property as any other of Somewor's property in which Landar has a tien. This includes taking of, gamishing of or lavying on Sortewer's accounts with Londar. However, it Borrower disputes to good faith whether the claim on which the taking of the property is based is valid or repsonable, and if Sorrower glass Landar with monies or a surety bond settleterry to Lendar to eathly the claim, then this default provision will

Delegate Cellsterelistion. This Note or any of the related documents desert to be in full force and effect finduling failure of any spiletonal document to create a velid and partected security interest or fen) at any time and for any eason.

Colleges of Loss. Any collegest securing this Note is lost, atolog, substantistly damaged or destroyed and the loss, thefr. substantial demage or destruction is not covered by incurance.

Events Affecting Gueranter. Any of the praceding events occurs with respect to any Gumanter of any of the indebtedness or au-Gueranter tiles or becomes incompetent, or revokes or disputes the validity of, or liability under, any gueranty of the indebtedness evidenced by this Note

Insecurity. Lender in good faith believes keelf insecure.

LENDER'S RIGHTS. Upon default, Lender may decise the entire unpeld principal betance under this Note and all accrued unpeld interest immediately due, and then Borrowar will pay that emount.

ATTORNEYS' FEES; EXPERISES. Lander may hire or pay someone else to help collect this Note it borrower stee not pay. Borrower will pay Lender that amount. This includes, subject to any lights under applicable law, Lander's attentives' fees and Lender's lagal expenses, whether or not there is a Jawasis, including attorneys' fees, expenses for benkruptcy proceedings (including afforts to modify or vacuus any automatic saxy or injunction), and appears. If not prohibited by applicable law, Borrower also will pay any court casts, in addition so all other sums provided by

GOVERNING LAW. The Note will be governed by tederal law applicable to Lender and, to the extent not preempted by federal law, the issue of the State of Wasserian without regard to its conflicts of law provisions. This Mate has been accepted by Lender in the State of Wasserian.

DISHONORED STEM FEE. Bostower will pay a fee to Londer of \$15.00 if Bostower makes a payment on Bostower's loan and the chack or presunharized charge with which Bostower pays is later dishonored.

RIGHT OF SETURE. Yo the extent permitted by applicable law, Lender reserves a right of seroif in all Berrower's accounts with Lender Juvishber checking, savings, or saving sites accounts. This includes all accounts Borrower holds jointly with assessments and all secounts Borrower may apan in the future. However, this does not include any IRA or Kaugh accounts, or any trust accounts for which accounts would be prohibited by law. Borrower authorizes Lender, to the action permitted by applicable law, to charge or antoli all name owing on the indebtedness against any stokes provided by the accounts, and, at Lender's aprient, so administratively freeze will such accounts to allow Lender to protect Lender's charge and setoif

COLLATERAL. Corrower scknowledges this Note is secured by Reference: Mortgage on property located at 8823 N Bernett Ln., Fox Point, Wi, 53217, deted 03-04-2002 and recorded in Milweijkes County as Document # 8280333.

PRIOR NOTE. Renewel of 5288026949-001 new account # 1258195225-100.

BUCCESSOR BYTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's helm, personal representativities, successors and sasigns, and shall lisure to the benefit of Londer and his successors and sasigns.

NOTIFY US OF MACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Somewor may notify Lunder if Lender reports any inaccurate information about Berrower's peccunist to a consumer reporting agency. Somewer's written notice describing the specific inaccuracylissi should be sent to Lander at the following address: Johnson Bank 555 Mills Street, Suite 360 Ratins, WI 53403.

Special resource visions. This Nois benefits Lander and its successors, assigns, and blocks corrower and Borrower's heirs, suppossors, assigns, and repetablished the first heirs, suppossors, assigns, and repetablished the first him to allest the reas of the Note. Lender may delay or large enforced, this fact will not allest the reas of the Note. Lender may delay or large enforcing any of its lights or remades under this Note without looking them. Borrower and any other parson who signs, guarantees or enderses this Note, to the superior delay the Note, and unless otherwise expressly sided in whiting, an party who signs this Note, whather as maker, guaranter, accommodation maker or endorser, shall be released from Sability. All such parties agree that Lender may renew or extend prepatably and for any length of time) this foem of release any parry or guaranter or collected; or impair, full to relike upon or partect Londer's security interest in the collecters. All such approve other than the party with whom the modification is made. The obligations under this Note are joint and several. This means that the words "I", "me", and "my" may never each and all of the parsons starring below.

Prior to signing this note. Biorrower read and understood all the provisions of this note. Borrower agrees to the tebas of the note.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

6

MICHAELA GRAL AND JULIA G GRAL LIVING THYET

BY: MICHAEL A GRAL THINGS OF MICHAEL A GRAL AND JULIA & GRAL LIVING TRUST

JULIA G GEAL TRUSTED OF MICHAET A GRAI

LATER FOR LANSING TO. 47 ALERS Copy, Second Founds Billians, pas \$150, 2012. At Representatives of the \$100,000 of the second on top

W. J. A. 488 (8/13/997): F11142	Merco		
DOCUMENT NO.	ine.	8290333	
	9	REGISTER'S OFFICE Rilvankee County, WI	_
REAL ESTATE MORTGAGE (For Consumer or Business Mortgage Trans	melina e i	RECORDED AT 9:25 AM	A
MICHAEL A. GRAL AND JULIA G. GRAL. HUS	AND AND WIFE	95-04-2862	*
whether one or more) mortgages, conveys and warrants to JOI SCHITH MEMORIAL DRIVE. RACINE. HI 5340:	("Mongegor,"	IGNATIAS J. NIENCZYK REGISTER OF DEEDS	53
in possideration of the num of THREE MUNDRED SEVENTY TROUSAN	Či mada Ci	ANDUNT 13.00	€°
(6 370,000.00), loaned or to be loaned to MICHAEL A	Dollars . GRAL and	Recording Area	
(Borgan	r," whether one or more).	Name and Figure Address	
evidenced by Borrower's note(s) or agreement detedJUNE15		Jahneon Sank	2
the real state described below, together with all privileges, heredispourienences, all rents, leases, descret and profits, all claims, awa as a result of the exercise of the right of eminent domain, and aimprovements and struce (all called the "property") to secure the paragraph 5 on the reverse side, including but not limited to repay above plus certain future advances made by Lenier. T. Description of Property, (This Property is the here.	iaments, easements and ide and payments made i all existing and future Obligations described in ment of the sum stated	Retail Lending 3931 South Homoriel Drive Repime, Wi 53403	in the second
T. Description of Property. (This Property is the ho	Priestend of Mortgagor.)	129-0062 Parcel Identifies No.	2
THE NORTHERLY 10 FERT OF LOT 3 MEASURED	AS RIGHT ANGLES		<u>ဏ</u> ယ
THE NORTHERLY 10 FERT OF LOT 3 MEASURED LINE OF SAID LOT 3 AND ALL OF LOT 4. IN ESING A PART OF THE LOTE 2 AND 3 IN FRACE PARE 22 EAST, IN THE VILAAGE OF FOX POINT OF WISCONSIN. PROPERTY ADDRESS: 6823 N BARNETT LANE, F	TIONAL SECTION 2: NT, COUNTY OF MI	VIEW HIGHLANDS TOWN 8 NORTH WAUKEE STATE	
PROPERTY ADDRESS: 6823 N BARNETT LAME, F	OX POINT, WI 5321	17	
☐ If checked hare, description continues or appears on attache ☐ If checked here, this Mortgage is a construction mortgage. ☐ If checked here, Condominium Rider is attached. 2. Title, Mortgagor warrants title to the Property, excepting only estates ments not yet due and _ 15f after 19 acts 17 Finlancial assessments not yet due and _ 15f after 19 acts 17 Finlancial ass	od sheet.	is, kpt in limitation of paragraph 5, this	
is thanked here, Condominium Filder is atlanted.		and readvanced to Borrover by Lander from time to time under the revolving credit agreement between Borrower and Lander tradit agreement	
SHALL BE SUBORDINATE, AS NELL AS TO ANY EXTENSIONS	REMENALS AND REFINA	of record, municipal and zoning critishness, current taxes as 5.00. AS ASSIGNED. TO MICH THE RIGHTS OF LENDENCINGS OF THE SAME TO THE EXTENT NUT IN EXCESSIVED Under pusuegraph 8(a) on the reverse side.	d R S
4. Additional Productors, Martager spress to the Astronomics.	المرادي والمستمالين والمحافظ والمستمال والمستم	red under paragraph djaj on the feverse 1000. which are incorporated herein,	
MOTAC TO A MICH COPY OF MILE MORE	deŭ e		_
MOTICE TO CUSTOMER IN A TRANS DO NOT SIGN THIS BEFORE YOU READ THE WRITING ID DO NOT SIGN THIS IF IT CONTAINS ANY REARING BRACE SHOULD AN EXACT COPY OF ANY AGRE YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGRE YOU HAYE THE RIGHT AT ANY TIME TO PAY IN ADMANDED TO A PARTIAL REPURD OF THE FRANCE CO	action soverned by 17 on the reverse side, 51 s. Ement you sign ince the unpaid balan large	NE WASCONSIN COMBUMER ACT VEN IF OTHERWISE ADVISED. ICE DUE UNDER THIS AGREEMENT AND YOU MAY BE	
Signed and Sealed MARCH 4, 2002			1
	(SEAL)		
	loevr1		
(Cype of Omersiotion)			
Ву:	(SEAL)	Q (SEAU	
ву:	WECHAEL A. GRA	11.0	
Eb. ac	JULIA 6. ARAL	(SEAL)	
by.	(SEAL)	(SEAL)	
Ву:	(SEAL)	(SEAL)	
AUTHENTICATION	OR	ACKNOWLEDGEMENT	
	STATE OF WISO	OMSIN	
Signatures of	County of MILI	WAUKEE } ***.	
	This instrument wa	as actions visiting of the pre me on MARCH 4, 2002	
uthensinated this day of	1	A. GRAL and JULIA G. GRAL	
		[Name of the personal by	
	n en	(Type of mitherity; s.g., others, version, vic., of may)	
tie: Mernber State Bar of Wisconsin or Aholizad under \$705.05, Wis. Stats,		11/2	
This instrument was drafted by PEGGY KONTECZKO		f. Kasky	4
	on The state of the West	consis	
Type or print name signed above.		xpires)(0) Ne y 11. 2003	EXHIBIT
POOR QUALITY DOCUMENT RECE	IVED FOR REGORDI	NG	<u></u>

2

ADDITIONAL PROMISIONS

- 5. Mortgage as £ wourity. This Mortgage secures prompt payment to Lenner of (a) the som stated in the first paragraph of this Mortgage, plus interest and charges accessing to parameters of the promissory noise or agreement of Biomewar to I penter stembled on the severe secure of the promissory noise or agreement (a) to the attent not promissed by the Watconen Consumer Act (i) any additional sums which are in the fitter of parameter of professions along agreement of the fitter of the secure of the promissed by the Mortgage and (i) all other additional sums which are in the fitter secure of the fitter of the secure of the professions of the secure of the
- 4. Takes. To the exists not paid to Lenter under paragraph \$[a], biorigagor shall pay before they become delengent all saves, resessments and other charges which may be writed or assessments from the Property, or egainst Lendar upon this Mongage of the Obligations or either debt recured by the Mongage, upon Lendar strikess in the Property, and deliver to Lendar receipts showing limity payment.
- 7. Insurance, Aprigagos shall keep me improvements on the Propeny insuted against direct losts or damage occasioned by the, flood, extended coverage partits and such other networks as Lander may require, instructs directly discuss approved by Lender, in proceeds, with networks as Lander may require a first Chingsians or the full replanement with original of all processes occasionally pay the presentant when the The policies shall company the standard mortgogo clause in lavel of Lander and, suited seconds of otherwise agrees in which insurance is busined. Mortgagor shall be expensed with networks to busined. Mortgagor shall be expensed with networks shall be expensed to the insurance again or insurance the pulsation of the Property of their insurance of the processes of the proc

8 5 10

- A plantage of a coverants. Morgagor coverants:

 (F) Express. If an account is required by sender, to pay Lender sufficient hands, at such timine is Lender designates, to pay which due (1) this estimated arrand real sets to express the required by sender, to pay the designates, to pay which due (1) this estimated arrand real sets to express an expression of the Property. (2) at property and letters instance prevature, (3) those sequences prevetures, it say, (4) if payments there under the Chilipstons are guaranteed by mortgage glossarily insurance, the premiums account to pay for such insurance, and (2) after insurance account insurance, and (2) after insurance account insurance account insurance account insurance and account or the second of the exceedable second account permitted to be not by applicable to a contraction of the exceedable second account or shortgagor (or the exceedable second through a second account or shortgagor (or the exceeding second to pay the account or shortgagor (or the exceeding second to pay the account or shortgagor in the exceeding second through a second sec

 - Schember and request. To perform all of Manigagor's collegations and substitutes:

 Lights. To temp the Property has form the some encumbrances superior to the sen of this Mortgagor, and not described in peragraph 2 on the source side;

 Lights. To temp the Property has form an encumbrances superior to the sen of this Mortgagor and not described in peragraph 2 on the source side;

 Secured by such a mortgagor or security agreement;

 Secured by such a mortgagor or security agreement and such accounts of the secure of

 - (f) Ordinances. To comply with all laws, endmances and regulations attacting the Property; and

 (d) Statingsplices. That Lender is subrogated to the jies of any montgage or other sen discharged, in white or in part, by the proceeds of the noise(s) or ag
- eleminant or the saverae auto.

 6. Environmental Lines. Monthington represents, softment and coverants to Lender (a) that during the period of Monthington's ownership of use of the Property to Substance has been, is or wit be present, used, storage, opposited, insufed, desprind or insposed of on, under, in or should be Property in a foot, quasity of manner which if shown to be present, and the Property would require clearly, in present on, under, in or should be Property would require clearly, in present on, and the property would require clearly to have some sense or rules ("Environmental Level", the law should present a single of the Substance of Su
- 19. Authority of Lender to Perform for stanlegger. Il Marigage take to perform any of Montgager's suries set forth in this Montgager, Lender may stips giving Montgager any notice and apportunity to perform which are installed by law, perform the duties or cause them to be performed, including vellecul limitation signing Montgager's name or paying any hold in express of the maximum rate permuted by law, from the date of superiodities by Ledder to the date of appoint by Montgager.
- 11. Default, Acceleration; Remedies, II (p) (here is a default under any Obligation secured by this shorings, or (p) Morpager sits timely to bissene or partom any of Morpager's coverantly or duties contained in this Morpage, then, at the option of Leader each Obligation will become immediately payable unless makes to bigge and an apportunity to cure are required by 4455.106, Will, Stalls, or the decimient evidencing to Obligation and, in that event, the Obligation will become expressed at the statute or the obcurrence expensioning take, Objection and State interest of the Obligation. Stall the observed on the Obligation, logarizer with all sums pasts by Leader as sufficient or required stader this Mortgage or any Obligation, or but the survival of any other remedy available at one of early.
 - 12. Waivet, Londor may were any default without watering any other subsequent or prior default by Modgagor.
 - 13. Power of Sate. In this event of practosure, Lander stay sell the Property at public sale and execute and deliver to the purchasers doeds of conveyance purposent to statute.
- 19. Addigrament of Renths and Learners Mindagology assigns and a tender to the response and deliver to the purchase and deliver to the contract of tends and Learners. Mindagology assigns and a tender to tender as accurity as the Obligations, all rents which become or extend of the report of the property. Lind the occurrence of an event of delate under this the obligation of the Property. Lind the occurrence of an event of delate under this the obligation of the Property is to the Obligation of the Obligation of the Property is to the obligation of the Obligat
- 15. Risoelver. Upon the commencement or streng the pendency of an action to forestone this Modgalie, or entone sary other semediat of Leincer under it, mithout regard to the equation or interest and properly as security for the Chapter of the Chapter of the Property as security for the Chapter of the Property and content the rends, taxaes and profits of the Property and chapter of the Proper
- 18. Poreclassins Without Depositors of policy and provided a time countries with the commencement of a fine-closure as one countries of policy and provided as the countries of policy direct.

 19. Poreclassins Without Depositors of the property is a consecutive statement of the commencement of a fine-closure, a form, a closure, or consecutive upon variety or eight to judgment or depositors, to hold the fore-closure and of the statement of the statement of the property is a close to the property is and the value of the property is a close that a do a lock of minimizer that is commencement of a fore-closure in the statement of the property is content that a do a lock of the property is and the value of the property is an an electron. Mortgager regions to the provisions of a 846,100, Who. Stats. and as the commencement of a beneficiary or a tax extends of a statement of the commencement of a conscious statement of a conscious statement of the property is a first, a commencement of a statement of the property is constituted by the commencement of a conscious statement of the property is a first to proper with the commencement of a conscious statement of the property is a conscious statement of the property is a conscious statement of the property of the commencement of a conscious statement of the property of the commencement of a conscious statement of the property of the commencement of a conscious statement of a conscious st
- - 18. Severability, transitive or unentwice stating of any provision of this plantage state not allect the valuity or entercembelly of any other provision.
- 19. Successors and Assigns. The obliquitors of all Mongagors are joint this warrant. This Wortgrap benefits London, its successors and easigns, and binds Mortgagoris) and easigns.
- ther espective herm, persunal representatives, exemptions and assigns.

 35. Entire Agreement. This Mortgage is intended by the Mortgager and Lander as a tonder as a tongent and as a complete and as a complete and as a complete and assignity statement of its learner.

 Chere bodg no constitute to the full effectiveness of this Mortgage, the parel evidence of any nature shall be used to appearance or modify any learner.

STATE OF WISCONSIN
MILWAUKEE COUNTY

, the underrigaed Register of Deeds of Milwarkee
County, Levely certify that this document is a true
and concer copy of the original on file or record in
my office. Witness my hand and official seal this

APR - 7 2010

Tave

date

JOAN LA FAVE Register as 1 Register of Deeds

3.6%



Parcel

Taxes

Permits

Assessments

Documents

Public Access signed in Thursday, July 28, 2016 | Sign-out | About | Home | Search

Village of Fox Point, Wisconsin Web Portal

Welcome to the Village of Fox Point, Wisconsin Land Records Web Portal.

To use this portal, first enter your search criteria and click Search to view a list of results. Search results can be sorted by column, just click on the column heading. Click on the parcel listed in the results to view its details. Use the left sidebar to navigate through the available types of information.

Search By: **Parcel** Reset Search | Show Search Tax Year Prop Type Parcel Number **Property Address** Owner Real Estate 129-0062-000 6823 N BARNETT LN GRAL TRUSTEE, MICHAEL A 2016 🗸 s = owes prior year taxes XI = not assessed = not taxed Delinquent Current Summary Estimated Fair Market Value: 0 Assessment Ratio: 0.0000 Legal Acres: 0.000 2016 valuations Class Acres Land Improvements Total G1 - RESIDENTIAL 0.000 237200 507100 744300 **ALL CLASSES** 0.000 237200 507100 744300 2015 valuations Class Acres Land Improvements Total G1 - RESIDENTIAL 0,000 237200 507100 744300 ALL CLASSES 0.000 237200 744300 Print Assessment Details Adobe Reader is required to view assessment details. Download Adobe Reader

Туре	Owner	Status		Parcel #	Property Address	Municipality	PLS/Tract	Alt. Parcel #
RE	GRAL TRUSTEE, MICHAELA	CURRENT OV	WNER	129-0082-000	6823 N BARNETT LN	VILLAGE OF FOX POINT		
	p y	Current Parcel	Hist Parc	orical cel				

Search powered by

GCS

Version 1.21.4.0 Copyright © 2000-2015 Report-/Print engine List & Label ® Version 19: Cepyright combit® GmbH 1991-2018 Copyright © 2000-2014 Kelly Meyer, Village Clerk/Treasurer



IN RE:

MICHAEL A. GRAL

Chapter 13

Case No. 16-21329

Debtor.

AFFIDAVIT OF BRENDA KURKLIS IN SUPPORT OF JOHNSON BANK'S MOTION FOR RELIEF FROM AUTOMATIC STAY

STATE OF WISCONSIN)

RACINE COUNTY)

Brenda Kurklis, being first duly sworn on oath states as follows:

- 1. I am Brenda Kurklis and I have personal knowledge of the facts set forth herein.
- 2. I make this Affidavit in Support of Johnson Bank's Motion for Relief from Automatic Stay.
 - 3. I am a Member of the Investor Loss Mitigation Team with Johnson Bank.
- 4. The Debtor, Michael A. Gral, is an owner of the property located at 6823 N. Barnett Lane, Fox Point, Wisconsin 53217.
- 5. That on April 22, 2013, the Debtor, Michael A. Gral, executed and delivered to Johnson Bank a Note which was secured by a real estate Mortgage. Copies of said Note and Mortgage were provided to this Court in Johnson Bank's Motion for Relief from Automatic Stay and for Abandonment filed with the Court.
- 6. Attached hereto, made a part hereof and marked as Exhibit "A" is a true and correct copy of the complete payment history from April 22, 2013 to the present on said loan.
- 7. Attached hereto, made a part hereof and marked as Exhibit "B" is a true and correct copy of an itemization of amounts due in this matter, and the amount due and owing as of July 19, 2016 is \$358,310.71. The Debtor, Michael A. Gral, has failed to make any post-petition payments since the bankruptcy filing on February 20, 2016.
- 8. That Johnson Bank holds the second mortgage against the property, subordinate to Prime Star H1 Trust c/o Statebridge Company, LLC, the first mortgage, in the approximate amount of \$476,979.00, and the assessed value of the property is \$744,300.00, pursuant to the

Village of Fox Point Property Tax Inquiry printout dated July 19, 2016, which was previously provided to this Court.

9. That as a result of the Bank's interest in this matter, the Debtor, Michael A. Gral, has no equity interest in the property.

Dated this Boday of July , 2016.

Brenda Kurklis Johnson Bank

Investor Loss Mitigation Specialist

Subscribed to and sworn before me this 28 day of ______, 2016.

Notary Public, State of Wisconsin

My Commission expires: 12 -1 1) 2017

Michael A Gral and Julia G Gral Living T 1288195226-100 Note - 3 Year Mel's

Current balance:

350,651,85

41 items: Life-to-date beginning 04/22/2013

Expand all

	Effective / Posted Type	Amount	Principal	Intercet	D. I	.
₽Ē		1,817.69	_	Interest 1,447.37	350,651.85	Part or Fee
▶ [1,817.69	492.53	1,325.16	351,022.17	
ÞĒ		4.284525%	0.00	0.00	351,514.70	
上国		130.00	130.00	0.00	351,514.70	
• 🗖	11/13/2015 / 612 - User defined reg 12/07/2015 payment	1,817.69	531.52	1,286.17	351,644.70	
Þ I		-645.00	-645.00	0.00 3	352,176.22	
▶ □	11/13/2015 / 800 - Reversal 12/07/2015	-1,817.69	-531,52	-1,286.17	352,176.22	
	11/13/2015 / * 668 - System- 11/13/2015 generated payment	645.00	645.00	0.00 3	352,176.22	
	11/13/2015 /*610 - Regular payment 11/13/2015	1,817.69	531.52	1,286.17 3	52,176.22	
	11/03/2015 / 780 - Loan transfer to 11/03/2015 non-accrual	871.28	0.00	0.00 3	52,176.22	
▶国	10/13/2015 / 610 - Regular payment 10/13/2015	1,817.69	364.07	1,453.62 3	52,176.22	
E 4	09/08/2015 / 610 - Regular payment 09/08/2015	1,817.69	197.03	1,620.66 3	52,540.29	
•	07/31/2015 / 610 - Regular payment 07/31/2015	1,817.69	651.99	1,165.70 38	52,737.32	
P Link	07/03/2015 / 610 - Regular payment 07/03/2015	1,817.69	816.21	1,001.48 35	53 ,389 .31	
D	06/09/2015 / 610 - Regular payment 06/09/2015	1,817.69	605.50	1,212.19 35	4,205.52	
	05/11/2015 / 610 - Regular payment 05/11/2015	1,817.69	353.24	1,464.45 35	4,811.02	
	04/06/2015 / 610 - Regular payment 04/06/2015	1,817.69	644,01	1,173.68 35	5,164.26	
	03/09/2015 / 610 - Regular payment 03/09/2015	1,817.69	641.90	1,175.79 35	5,808.27	
	02/09/2015 / 610 - Regular payment 02/09/2015	1,817.69	430.25	1,387.44 356	3,450.17	
	01/07/2015 / 610 - Regular payment 01/07/2015	1,817.69	428.59	1,389.10 356	3,880.42	
	12/05/2014 / 610 - Regular payment 12/05/2014	1,817.69	1,057.76	759.93 357	7,309.01	2 Evi
	11/17/2014 / 610 - Regular payment 11/17/2014	1,817.69	86.31	1,731.38 358	3,366.77	AD 800-631-6989
						🧸



₽Ü	10/07/2014 / 610 - Regular paymer 10/07/2014	nt 1,817.	69 464.62	1,353.07 358,453.08
▶Ē	09/05/2014	nt 1,817.	505.06	1,312.63 358,917.70
ÞŒ	08/05/2014	•	672.29	1,145.40 359,422.76
▶ □	07/09/2014		543.11	1,274.58 360,095.05
	06/09/2014 / 610 - Regular paymen 06/09/2014	t 1,817.6	9 456.41	1,361.28 360,638.16
•	05/08/2014 / 610 - Regular paymen 05/08/2014	t 1,817.6	9 497.14	1,320.55 361,094.57
自	04/07/2014 / 610 - Regular payment 04/07/2014	1,817.6	9 665.41	1,152.28 361,591.71
	03/11/2014 / 610 - Regular payment 03/11/2014	1,817.69	9 578.09	1,239.60 362,257.12
	02/10/2014 / 610 - Regular payment 02/10/2014	1,817.69	320.29	1,497.40 362,835.21
Þ 🗓	01/06/2014 / 610 - Regular payment 01/06/2014	1,817.69	617.74	1,199.95 363,155.50
▶ □	12/09/2013 / 610 - Regular payment 12/09/2013	1,817.69	401.90	1,415.79 363,773.24
	11/06/2013 / 610 - Regular payment 11/06/2013	1,817.69	614.38	1,203.31 364,175.14
	10/09/2013 / 610 - Regular payment 10/09/2013	1,817.69	526.57	1,291.12 364,789.52
	09/09/2013 / 610 - Regular payment 09/09/2013	1,817.69	353.01	1,464.68 365,316.09
	08/06/2013 / 610 - Regular payment 08/06/2013	1,817.69	437.52	1,380.17 365,669.10
ÞŪ	07/05/2013 / 610 - Regular payment 07/05/2013	1,817.69	439.90	1,377.79 366,106.62
DI	06/07/2013 / 610 - Regular payment 06/07/2013	1,817.69	0.00	1,817.69 366,546.52
	04/30/2013 / 402 - FASB fee rate 04/30/2013 chg - sys gen	4.287212%	0.00	0.00 366,546.52
	A COMP CONTRACT OF THE CONTRAC	366,546.52	366,546.52	0.00 366,546.52

Michael A Gral and Julia G Gral Living T lote - 3 Year Mel's

Change Quote...

Payoff Summary

Total payoff: 358,310.71
As of: 07/19/2016
Total daily accrual: 41.3096700

Payoff Detail

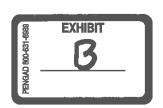
Current principal: 350,651.85 Interest to 07/19/2016: 7,518.36 Daily accrual of 41.3096700 Late charges: 30.00 Fee: 02 - 63: 5.50 Flood Determination Fee Fee: 03 - 67: 60.00 Title Report/Insurance Fee Fee: 01 - 95: 15.00 **Property Inspections** Fee: 02 - 95: 15.00 **Property Inspections** Fee: 03 - 95: 15.00 **Property Inspections** Total payoff: 358,310.71

Note Information

Category: I - Installment Transactions allowed: B - User defined TLC: No Teller activity: 0.00 Participation: No Quote issued: No

Interest type: S - Simple, in arrears Loan status: N - Not accruing Accrual basis: 5 - Actual/365 Interest accrual: 7,518.3574014 Earn/rebate method: 1 - Accruing (simple interest)

Collateral description: 6823 N Barnett Ln Fox Point WI 53217



Michael A Gral and Julia G Gral Living T Note - 3 Year Mel's

Amount owed:

355,113.29

Late charges owed:

30.00

Outstanding bills:

4

4 items: All unpaid and paid ahead bills beginning 02/06/2016

05/06/2016 04/06/2016 03/06/2016	Paid Date	Billed Amount 349,660.22 1,817.69 1,817.69	Owed Amount 349,660.22 1,817.69
02/06/2016			1,817.69
		1,817.69	1,817.69

Bill Detail

Bill due: Bill created: 05/06/2016 04/20/2016

Bill paid:

00/00/0000

Payment: Escrow:

Billed Amount 349,660.22 0.00

Owed Amount 349,660.22

Post maturity bill:

Account bill:

No 0

Reprint bill: Recalculate bill:

Right-to-cure notice:

No No

Payment skipped:

ACH or Autopay transaction:

0 - Not created

Additional Information

Bill type:

C - Payment date-topayment date

Last transaction:

610 - Regular payment

Next bill: Last bill:

05/06/2016 05/06/2016

Next payment due:

Payment method:

01/20/2016 1,817.69 02/06/2016

Next interest bill: Last interest bill: Note bill only:

00/00/0000 00/00/0000 No

Paper bills

IN RE:

MICHAEL A. GRAL

Chapter 11

Case No. 16-21329-gmh

Debtor.

CERTIFICATE OF SERVICE

STATE OF WISCONSIN))ss WAUKESHA COUNTY)

Sharon L. Thompson, being first duly sworn on oath deposes and says that she is an employee of the firm of Hippenmeyer, Reilly, Moodie & Blum, S.C., attorneys for the movant identified herein, that on the 29th day of July, 2016, she deposited in the United States mail/filed electronically a true and correct copy of the Notice of Motion of Johnson Bank for Relief from the Automatic Stay, Motion for Relief from Automatic Stay, and Affidavit of Brenda Kurklis in Support on Johnson Bank's Motion for Relief from Automatic Stay, securely enclosed in an envelope, the postage prepaid thereon, addressed to:

The Honorable G. Michael Halfenger United States Bankruptcy Court 517 East Wisconsin Ave. Milwaukee, Wisconsin 53202 (via electronic filing)

Attorney Jonathan V. Goodman Law Offices of Jonathan V. Goodman 788 N. Jefferson Street, Suite 707 Milwaukee, WI 53202-3739

Michael A. Gral 6823 N. Barnett Lane Fox Point, WI 53217 Office of the U.S. Trustee 517 East Wisconsin Avenue Room 430 Milwaukee, Wisconsin 53202 (via electronic filing)

Brenda Kurklis Johnson Bank P.O. Box 248 Racine, Wisconsin 53401 (via electronic mail)

Subscribed to and sworn before me this 29th day of July, 2016.

Attorney Lori J. Fabian Notary Public, State of Wisconsin My Commission is permanent.